

COLLECTIVE BARGAINING AGREEMENT (CBA)  
BETWEEN  
U.S. DEPARTMENT OF COMMERCE  
U.S. AND FOREIGN COMMERCIAL SERVICE  
AND THE  
AMERICAN FOREIGN SERVICE ASSOCIATION  
(AFSA)



# **The Collective Bargaining Agreement (CBA) between AFSA and US&FCS**



# COLLECTIVE BARGAINING AGREEMENT BETWEEN USFCS & AFSA

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## PREAMBLE

Whereas experience in both private and public employment indicates that the statutory protection of the right of workers to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between workers and their employers involving conditions of employment; and whereas the unique conditions of Foreign Service employment require a distinct framework for the development and implementation of modern, constructive, and cooperative relationships between management officials and organizations representing members of the Foreign Service, therefore labor organization and collective bargaining in the Foreign Service are in the public interest and are consistent with the requirements of an effective and efficient Government.

Now, therefore, the following articles and such amendments and/or supplemental agreements which are executed constitute a Collective Bargaining Agreement, hereinafter called the "Agreement" by and between the U.S. and Foreign Commercial Service, hereinafter called the "US&FCS," and the American Foreign Service Association, hereinafter called "AFSA," in accordance with the Foreign Service Act of 1980, as amended, hereinafter called the "Act."

## ARTICLE I RECOGNITION AND UNIT DESCRIPTION

In accordance with the exclusive recognition granted under the Act on September 1, 1994, US&FCS recognizes AFSA as the exclusive representative of the employees in the following bargaining unit, hereinafter called the "unit":

The unit constitutes a single and separate world-wide bargaining unit of all Foreign Service employees employed by US&FCS, excluding all management officials, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and employees engaged in criminal or national security investigations or who audit the work of individuals to ensure that their functions are discharged honestly and with integrity.

## ARTICLE II PRECEDENCE OF LAWS, REGULATIONS, PAST PRACTICES

### Section 1:

In the administration of all matters covered by this Agreement, AFSA and US&FCS are governed by the following:

- A. existing and future laws;
- B. Government-wide rules and regulations and Executive Orders (where applicable and governing) in effect on the effective date of this Agreement;
- C. Department of Commerce, hereinafter called "DOC," rules and regulations in effect on the effective date of this Agreement and not in conflict with this Agreement;
- D. Provisions of the Foreign Affairs Manual, hereinafter called the "FAM", to which US&FCS is a party.
- E. Government-wide rules and regulations, Executive Orders (where applicable and governing), and DOC rules and regulations issued after the effective date of this Agreement that do not conflict with this Agreement.

### Section 2:

This Agreement supersedes all past practices in conflict with this Agreement. Past practices not in conflict with this Agreement shall continue, absent US&FCS's notification to AFSA of its intent to discontinue or modify a particular practice.

### Section 3:

To the extent that US&FCS's published regulations and policies are in conflict with this Agreement, the provisions of the Agreement will govern.

- relating to Government-wide or multiagency responsibility of the Secretary affecting the rights, benefits, or obligations of individuals employed in agencies other than those which are authorized to utilize the Foreign Service personnel system.
- 8. "Confidential employee" shall mean an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor management relations.
- 9. "Days" shall mean Washington Headquarters' work days, unless otherwise specified.
- 10. "Department" shall mean the U.S. Department of Commerce.
- 11. "Emergency" shall mean an unexpected, serious occurrence or situation requiring prompt action.
- 12. "Employee" shall mean:
  - (A) a member of the ~~Foreign Service~~ Foreign Service who is a citizen of the United States, wherever serving, other than a management official, a confidential employee, a consular agent, or any official who participates in a strike in violation of section 7311 of Title 5, United States Code; or
  - (B) a former member of the ~~Foreign Service~~ Foreign Service as described in sub-paragraph (A) whose employment has ceased because of an unfair labor practice under Section 1015 of the Act and who has not obtained any other regular and substantially equivalent employment, as determined under regulations prescribed by the Foreign Service Labor Relations Board.
- 13. "Grievance" shall mean any act, omission, or condition subject to the control of the Secretary which is alleged to deprive a member of the Service who is a citizen of the United States of a right or benefit authorized by law or regulation or which is otherwise a source of concern or dissatisfaction to the member.
- 14. "Impasse" shall mean the stage in the negotiation process where both parties are unable to resolve a dispute and refer it to the Foreign Service Impasse Disputes Panel.

ARTICLE IV  
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1: Union Membership

(A) Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal. Each employee shall be protected in the exercise of such rights. US&FCS shall not encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment. Except as otherwise provided in the Act, such rights include the right:

(1) to act for a labor organization in the capacity of a representative, and in that capacity, to present the views of the labor organization to officials of US&FCS and other officials of the Government, including Congress, or other appropriate authorities, and;

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees as provided by the Act.

(B) US&FCS shall not interfere with, restrain, or coerce any employee in the exercise by the employee of any rights under the Act, and shall not discipline or otherwise discriminate against an employee because the employee has filed a grievance or given testimony under Chapter 11 of the Act, or filed a complaint or petition, or has given any information, affidavit, or testimony under Chapter 10 of the Act.

(C) Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for payment of dues through payroll deductions, in accordance with Article X.

Section 2: Representation Rights

(A) A bargaining unit employee has the right to be represented by an AFSA representative at all stages of a grievance, appeal, or disciplinary action (other than an oral admonishment.)

(B) An employee is not precluded from being represented by an attorney or other representative of the employee's own choosing,

ARTICLE V  
UNION RIGHTS AND RESPONSIBILITIES

Section 1: Representation

AFSA is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

Section 2: Grievance Representation

An employee has the right to seek union representation or advice at any point in the grievance process. This does not preclude an employee from being represented by an attorney or other representative in any grievance proceeding under Chapter 11 of the Act or exercising grievance or appeal rights established by law, rule or regulation.

Section 3: Weingarten Representation

(A) AFSA shall be given the opportunity to be represented at any examination of an employee in the unit by an employee or agent of US&FCS in connection with an investigation if:

- (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (2) the employee requests representation.

(B) If the employee makes a request for union representation, US&FCS will:

(1) grant the request and allow a reasonable period of time for an AFSA representative to make himself/herself available for the interview;

(2) discontinue the interview; or

(3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview.

(C) US&FCS will provide written notice of the Weingarten Right (Appendix A) to bargaining unit employees in October and April of each year. Because the unit is world-wide, the notice will be distributed by cable and Email. This notice also informs employees that AFSA is the exclusive representative.

These data normally will be transmitted to AFSA within fifteen (15) work days of the request for information. US&FCS will notify the AFSA representative requesting the information if it will not be able to provide the information within the normal time frame.

#### Section 7. Advance Notice of ULP Filings

AFSA and US&FCS agree to give reasonable advance notice of no fewer than five (5) work days of the intent to file an unfair labor practice charge with the Foreign Service Labor Relations Authority, hereinafter "FSLRA," so as to allow an opportunity for an informal disposition of the matter.

### ARTICLE VI MANAGEMENT RIGHTS AND RESPONSIBILITIES

#### Section 1:

(A) Management officials of US&FCS retain the right, in accordance with applicable laws and regulations:

- (1) to determine the mission, budget, organization, internal security practices of US&FCS, and the number of individuals in US&FCS;
- (2) to hire, assign, direct, lay off, and retain individuals in US&FCS; to suspend, remove, or take other disciplinary action against such individuals; to determine the number of members of US&FCS to be promoted; and to remove the name of or delay the promotion of any member in accordance with regulations prescribed under Section 605(b) of the Act;
- (3) to assign work; to make determinations with respect to contracting out; and to determine the personnel by which the operations of US&FCS shall be conducted;
- (4) to fill positions from any appropriate source;
- (5) to determine the need for uniform personnel policies and procedures among the foreign affairs agencies; and,
- (6) to take whatever actions may be necessary to carry out

officers and representatives, including the name, title, duty location, and telephone number of each representative within fifteen (15) work days after each general election of officers and on a quarterly basis thereafter (unless there are no changes during that period). US&FCS also agrees to recognize the designation of AFSA representatives at post. Upon receipt of written notice from AFSA, US&FCS will notify post management of the designation and authorization to deal with the named individual. All dealings between the AFSA post representative and post management will be in compliance with the CBA and any supplements thereto.

## Section 2: Official Time - General

A) US&FCS and AFSA agree that bargaining unit employees who are certified by AFSA as officers/representatives in accordance with this Article shall be authorized a reasonable amount of official time only when representing US&FCS employees when the employee would otherwise be in a duty status, unless the AFSA representative's absence will significantly interfere with the completion of US&FCS's critical day-to-day operations or the performance of its overall mission. No other person shall be entitled to such use of official time. Official time will not be granted for internal union business. Travel expenses and/or per diem will normally not be granted for AFSA designated representatives; however, travel time will be provided in accordance with Section 7(F) of this Article.

B) A reasonable amount of official time will be granted to US&FCS employees at post who are designated as AFSA representatives. However, this time is granted for the purpose of representation only when post US&FCS bargaining unit employees are affected. Any time representing non-US&FCS employees for labor relations purposes, either individually or collectively, must be done while in a personal leave or non-duty status.

C) The AFSA Vice-President shall be authorized up to 25% of official time. Should representational duties give rise to the need for additional time, the Senior Advisor for Human Resource Development may approve a request from the Vice-President for a specific amount of official time in excess of 25%, if approval is in the best interest of AFSA and the US&FCS.

D) The AFSA Principal Representative shall be authorized reasonable time to carry out labor relations tasks covered

- D. Participation in bargaining, including any related mediation, impasse or negotiability proceeding;
- E. Participation in proceedings initiated by either party in connection with statutory or regulatory appeal procedures involving any member of the bargaining unit;
- F. Appearing before or meetings with members of Congress or their staffers to discuss legislation affecting conditions of employment in US&FCS;
- G. Preparation for, investigation of, and representation in, the foregoing activities;
- H. Reasonable and necessary time for US&FCS bargaining unit employees to carry out their responsibilities when serving as the AFSA representative at post. (See Section 2(B) of this Article.)

#### Section 6. Internal Union Business

Time spent conducting the AFSA's internal union business shall not be on official time. Internal union business includes, but is not limited to:

- A. membership meetings,
- B. soliciting union membership,
- C. collecting union dues or assessments,
- D. campaigning for union office,
- E. distributing or posting union membership literature, notices or authorization cards, and/or
- F. any activities pertaining to the internal management of the union.

#### Section 7: Use of Official Time

(A) AFSA recognizes its responsibility to ensure that its representatives will not unduly absent themselves from their assigned work and that representatives will make every effort to perform representational functions on behalf of the bargaining unit in a proper and expeditious manner. The determination as to whether the use of official time is within reasonable limits will be made by the AFSA representative's immediate supervisor or in

ARTICLE VIII  
CONDUCT OF LABOR-MANAGEMENT RELATIONS

Section 1. General

US&FCS and AFSA shall conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. The parties agree that AFSA shall be given the opportunity to bargain to the extent required by law with respect to proposed changes in conditions of employment.

(A) Notice of changes will be given to the AFSA Vice President or, in his/her absence, to the designee. In cases affecting overseas posts where US&FCS has been notified of a representative, it shall also provide a copy of the notice to such representative.

(B) AFSA must request negotiations with respect to the proposed change(s) within 20 work days from AFSA's receipt of the notification of the proposed change(s). AFSA must submit its counter-proposals and any request for clarification with its request to negotiate. If a request to negotiate is not submitted within this time frame, it shall be deemed to constitute acceptance of the proposed change by AFSA, allowing for implementation.

(C) If within their request to negotiate, AFSA requests clarification of any proposed change(s), US&FCS shall address the request in a timely manner. AFSA will then have 10 work days from receipt of clarification to submit any revision(s) to its original proposals.

Section 3: Mid-Term Bargaining

(A) AFSA may annually propose to the US&FCS, in writing, up to three (3) changes in conditions of employment by August 1 and up to three (3) changes in conditions of employment by February 1 of each year.

(B) Upon receipt of AFSA's proposal(s), the US&FCS may within 15 work days of this notice, request clarification of the proposal(s).

(C) Upon receipt of a request for clarification, AFSA shall respond in a timely manner.

Section 10. Any dispute between US&FCS and AFSA concerning the effect, interpretation, or a claim of breach of the CBA shall be resolved pursuant to section 1014 of the Foreign Service Act.

## ARTICLE IX FACILITIES AND SERVICES

### Section 1. Statement of Purpose

US&FCS agrees to provide the following facilities and services in connection with AFSA's representation of US&FCS bargaining unit employees in a world-wide bargaining unit.

### Section 2. Overseas APO/FPO and Pouch System

(A) AFSA may use APO/FPO or pouch facilities on a reasonable basis when distributing general printed matter and individually addressed correspondence to US&FCS bargaining unit members arising from AFSA's role as exclusive representative. The following procedures shall govern AFSA's use of the APO/FPO and pouch system:

#### General Printed Matter:

1. AFSA shall enclose general printed matter related to US&FCS business in sufficient copies for distribution to all bargaining unit employees at post in an envelope addressed to the AFSA representative at the post. If there is no

AFSA representative, envelopes should be addressed to the Senior Commercial Officer.

2. The envelope shall contain a memorandum on AFSA letter-head requesting that the enclosed material be distributed in a routine manner through the post's distribution system to bargaining unit employees.

#### Individually Addressed Correspondence:

The front of an envelope shall be addressed in accordance with the requirements of the system being used.

1. In only those instances where it is necessary in order for AFSA to fulfill its representational functions, AFSA may use US&FCS's facilities for registered mail to

If a number of cables are being requested on the same subject or to the same recipient, the Senior Advisor for Human Resources Development will discuss alternative forms of communication with AFSA.

Overseas Procedures:

1. AFSA designated representatives at post or a bargaining unit employee, if no representative is designated, may transmit cables consistent with the provisions of the Washington procedures. Such cables shall be submitted prior to transmission to the Senior Commercial Officer for authorization.

2. Distribution of AFSA cables at overseas posts should be made according to the following priority order:

- (a) Individual designated, if appropriate; or
- (b) AFSA Representative; or
- (c) Senior Commercial Officer

(D) Material which is not in compliance with these procedures will be returned to AFSA or the individual sending the material, as appropriate.

(E) No copies of AFSA cables will be kept in US&FCS Telecommunications Office. Copies of AFSA cables originating at foreign posts will be maintained or destroyed in accordance with the post's regulations.

Section 4: Space and Furniture

(A) To facilitate the performance of representational duties for US&FCS bargaining unit members, subsequent to approval of this Agreement by the Department head, US&FCS agrees to provide available office space with locking door, office furniture commensurate with the office provided, one telephone instrument equipped with voice mail, and one (1) five-drawer locking file cabinet at no cost to AFSA.

(B) AFSA agrees that the Vice President and Principal Representative will, to the extent practicable, perform their representational duties in the office provided in (A), rather than in the space they occupy for the performance of their duties as Foreign Commercial Service Officers. AFSA also agrees that it will publish the location and telephone number of the office to bargaining unit members and advise the members to contact their

1. individual US&FCS bargaining unit members of AFSA for representational purposes only; and
2. US&FCS officials on labor relations matters.

(B) Mailings to bargaining unit employees shall be placed in envelopes addressed to the appropriate office and individual to whom the correspondence is to be delivered.

#### Section 8: Bulletin Boards and Literature

(A) US&FCS will provide AFSA with two bulletin boards; one outside AFSA's designated office space and one located proximate to the Office of International Operations. Installation of both bulletin boards is subject to the approval of Building Management. US&FCS will make reasonable efforts to ensure prompt approval and installation.

(B) Notices or literature must be dated and properly identified as belonging to AFSA. AFSA assumes all responsibility for preparation, reproduction, distribution, posting, and maintenance of materials on the bulletin boards. All material posted on the bulletin boards shall have the prior approval of US&FCS AFSA Vice-President or Principal Representative, and shall be devoid of libelous, scandalous, or scurrilous material.

(C) AFSA may display literature (which meets the requirements of (B), above), on a rack or other display furniture provided by AFSA at a designated location outside the designated AFSA office space.

(D) Material which is posted in areas other than those designated, or which is otherwise not in compliance with this Agreement, may be removed by US&FCS.

#### Section 9: Email Services

(A) AFSA agrees to provide a computer terminal needed for access to the US&FCS Email system. US&FCS agrees to provide the software necessary for AFSA to connect to the Email system. Any additional computer software and/or accessories which AFSA desires to install must be approved by the Office of Information Support prior to installation.

(B) US&FCS agrees to connect the computer terminal in the AFSA designated office space to US&FCS Email.

(C) AFSA's use of the Email system shall be limited to the

- Staff Attorney
- Labor-Management Coordinators
- Labor-Management Representative
- Grievance Attorneys/Counselors
- Law Clerk

(B) US&FCS will provide to AFSA a list of US&FCS bargaining unit personnel. This listing will be alphabetical with grade and include the post or assignment. US&FCS agrees to provide a listing as of September 30 annually.

(C) As soon as practicable, US&FCS will advise AFSA of the entry on duty of bargaining unit employees, but no later than one week after the entry on duty date. AFSA will be provided with the name, duty station and grade of the bargaining unit employee(s).

(D) The services listed in this Section are provided to AFSA free of charge.

#### Section 12: Copies of Agreements

The printing costs for reproducing this Agreement shall be borne by US&FCS. When the Agreement is printed, AFSA will be provided copies, equal to 110 percent of the number of US&FCS employees in the bargaining unit, for distribution to the bargaining unit employees and to meet its needs.

### ARTICLE X VOLUNTARY ALLOTMENT OF DUES

#### Section 1: Purpose

This Article sets forth the procedures for eligible employees, who are members of AFSA, to pay dues through the authorization of voluntary allotments. Any employee of US&FCS may authorize allotment of pay for the payment of his/her membership dues, provided:

- (a) the employee is included in the bargaining unit;
- (b) the employee is a member in good standing of AFSA;
- (c) the employee has voluntarily completed Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and

forwarded to the Personnel Officer no later than four (4) pay periods before the effective date of the change. Only one such change may be made in any period of 12 consecutive months.

### Section 3: US&FCS Responsibilities

US&FCS agrees that it is responsible for processing voluntary allotments of dues in accordance with this Article. US&FCS will:

- (a) upon receipt of a properly certified Standard Form 1187, deduct bi-weekly dues effective the beginning of the next full pay period;
- (b) withhold the amount of the regular bi-weekly dues of the member, exclusive of initiation fees, back dues, fines and similar charges or fees;
- (c) change a member's dues deduction based on a change in his/her grade level within the first full pay period following notification to the Payroll Office by the Personnel Office that the grade level has changed.

### Section 4: Termination of Allotment

The Payroll Office will terminate an allotment effective at the end of the pay period covered by the payroll deduction in which loss of eligibility occurs:

- (a) if AFSA loses exclusive recognition as the bargaining unit representative of US&FCS employees;
- (b) when the employee dies, retires, his/her whereabouts are unknown, is separated from US&FCS, or is promoted or reassigned to a non-bargaining unit position;
- (c) upon notice from AFSA that the employee is no longer a member in good standing; and
- (d) after an employee submits a written request for revocation of an allotment, SF-1188. However, an initial allotment may not be revoked for a period of one year. A revocation received on or before the first anniversary of the date the employee authorized withholding will be effective the first pay period which begins on or after the anniversary date. Thereafter, a revocation will be effective the first pay period which begins on or after September 1st if the revocation is received on or before

### Section 3.

AFSA and US&FCS shall not discriminate against any employee on the basis of race, color, religion, national origin, sex, age, or disabling condition. In accordance with Chapter 11, Grievances, Section 1109, of the Act, an employee who believes that he/she has been discriminated against on the basis of the foregoing may either file a formal complaint with the DOC Office of Civil Rights or a grievance under Chapter 11 of the Act, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates a formal complaint or timely files a grievance in accordance with the provisions of Chapter 11.

### Section 4.

Although not required by law, it is the policy of US&FCS not to discriminate on the basis of sexual orientation. An employee who believes he/she has been discriminated against based on sexual orientation may file a grievance under Chapter 11 of the Act or pursue any other available course of action.

### Section 5.

The Senior Advisor for Human Resource Development and Personnel Officer agree to meet with AFSA's US&FCS Vice-President a minimum of twice a year, or more frequently by mutual agreement, to discuss diversity in the workplace and EEO initiatives.

## ARTICLE XII

### ADVISORY, REFERRAL, AND COUNSELING SERVICE PROGRAM

#### Section 1. Objective

US&FCS is concerned with the accomplishment of its mission and the requisite need to maintain employee productivity. US&FCS seeks to provide humanitarian consideration in cases of alcoholism and drug abuse in a manner which protects both the interests of the U.S. Government and the rights of the employee or patient involved.

#### Section 2. Overseas Posts

US&FCS employees at overseas posts suffering from alcohol or drug

Section 5. No employee may be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working conditions. Allegations of reprisal should be processed under Chapter 11 of the Act.

Section 6. Employees have the right to decline to perform their assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

#### ARTICLE XIV LEAVE

In the administration of all matters relating to leave, the parties are governed by applicable regulations.

#### ARTICLE XV DURATION AND RENEWAL OF CONTRACT

##### Section 1. Duration and Renewal

This Agreement shall be effective on the date it is approved by the head of the Department or absent approval or disapproval, after 30 days from its execution, in accordance with Section 1013 of the Act. It shall remain in full force and effect for three (3) years after the effective date. Thereafter, the Agreement shall be automatically renewed annually unless either party gives written notice of intent to renegotiate the Agreement and enter into negotiations.

Such notice of intent to renegotiate shall be given not sooner than 105 calendar days before the expiration date and not less than 60 calendar days before the expiration date. Once such notice is given, the moving party must submit its proposals to the other party not less than 30 calendar days before the expiration date. The Agreement shall remain in full force and effect until changes have been negotiated and approved, or as set forth in negotiated bargaining ground rules.

APPENDIX A

NOTICE OF RIGHT TO UNION REPRESENTATION

The Foreign Service Act of 1980, as amended, gives employees in units represented by an exclusive labor organization the right, called the "Weingarten Right", to have a union representative present at any meeting which involves an examination by a representative of the agency in connection with an investigation. Section 1013 of that Act states:

"(B)(1) An Exclusive Representative shall be given the opportunity to be represented at -

(B) Any examination of an employee by a US&FCS representative in connection with an investigation if -

(i) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

(ii) The employee requests such representation."

If the employee makes a request for union representation, US&FCS will:

(1) grant the request and allow a reasonable period of time for an AFSA representative to make himself/herself available for the interview;

(2) discontinue the interview; or

(3) offer the employee the choice between continuing the interview unaccompanied by a union representative or having no interview.

The labor organization which is the exclusive representative of US&FCS Foreign Service employees is the American Foreign Service Association.

Union Representative:

Pay Period:


[illegible]



**UNITED STATES DEPARTMENT OF COMMERCE**  
**International Trade Administration**  
Washington, D.C. 20230

**DIRECTOR GENERAL OF THE U.S. AND  
FOREIGN COMMERCIAL SERVICE**

**DATE:** December 4, 1996

**FROM:** Lauri Fitz-Pegado   
Assistant Secretary and Director General

**TO:** Elizabeth W. Stroud  
Director for Human Resources  
Management

**SUBJECT:** Transmittal of Collective Bargaining Agreement  
for Agency Head Review

The Collective Bargaining Agreement between the U.S. and Foreign Commercial Service (US&FCS) and the American Foreign Service Association (AFSA) was approved and signed on the afternoon of December 3, 1996, by F. Allen Harris, President of AFSA and me. We were supported by our respective negotiating teams and had a photographer to recording the official signing.

The Agreement is hereby forwarded to your office for agency head review. If you have any technical questions on the agreement please refer them to my senior advisor (Scott Bozek) on 482-2393.

**cc:** Scott Bozek, Senior Advisor DG/HRD  
Kathleen Taylor, OGC  
Deanna Shepherd, PTO

